

# **EXHIBIT D**

**EXHIBIT 58**  
**UNREDACTED VERSION**  
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1 Kathleen Sullivan (SBN 242261)  
 2 kathleensullivan@quinnmanuel.com  
 3 QUINN EMANUEL URQUHART &  
 4 SULLIVAN LLP  
 5 51 Madison Avenue, 22<sup>nd</sup> Floor  
 6 New York, NY 10010  
 7 Telephone: (212) 849-7000  
 8 Facsimile: (212) 849-7100

9 Sean S. Pak (SBN 219032)  
 10 seancpak@quinnmanuel.com  
 11 John M. Neukom (SBN 275887)  
 12 johnneukom@quinnmanuel.com  
 13 QUINN EMANUEL URQUHART &  
 14 SULLIVAN LLP  
 15 50 California Street, 22<sup>nd</sup> Floor  
 16 San Francisco, CA 94111  
 17 Telephone: (415) 875-6600  
 18 Facsimile: (415) 875-6700

19 Mark Tung (SBN 245782)  
 20 marktung@quinnmanuel.com  
 21 QUINN EMANUEL URQUHART &  
 22 SULLIVAN LLP  
 23 555 Twin Dolphin Drive, 5<sup>th</sup> Floor  
 24 Redwood Shores, CA 94065  
 25 Telephone: (650) 801-5000  
 26 Facsimile: (650) 801-5100

27 Steven Cherny (admitted *pro hac vice*)  
 28 steven.cherny@kirkland.com  
 1 KIRKLAND & ELLIS LLP  
 2 601 Lexington Avenue  
 3 New York, New York 10022  
 4 Telephone: (212) 446-4800  
 5 Facsimile: (212) 446-4900

6 Adam R. Alper (SBN 196834)  
 7 adam.alper@kirkland.com  
 8 KIRKLAND & ELLIS LLP  
 9 555 California Street  
 10 San Francisco, California 94104  
 11 Telephone: (415) 439-1400  
 12 Facsimile: (415) 439-1500

13 Michael W. De Vries (SBN 211001)  
 14 michael.devries@kirkland.com  
 15 KIRKLAND & ELLIS LLP  
 16 333 South Hope Street  
 17 Los Angeles, California 90071  
 18 Telephone: (213) 680-8400  
 19 Facsimile: (213) 680-8500

20 *Attorneys for Plaintiff Cisco Systems, Inc.*

21 **UNITED STATES DISTRICT COURT**

22 **NORTHERN DISTRICT OF CALIFORNIA**

CISCO SYSTEMS, INC.,	)	CASE NO. 5:14-cv-05344-BLF
Plaintiff,	)	<b>PLAINTIFF CISCO SYSTEMS, INC.'S</b>
v.	)	<b>CORRECTED SUPPLEMENTAL</b>
ARISTA NETWORKS, INC.,	)	<b>OBJECTIONS AND RESPONSES TO</b>
Defendant.	)	<b>DEFENDANT ARISTA NETWORKS,</b>
	)	<b>INC.'S INTERROGATORY NOS. 21,</b>
	)	<b>24 &amp; 25</b>

26 **CONTAINS HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY**  
 27 **INFORMATION SUBJECT TO PROTECTIVE ORDER**

1 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Plaintiff Cisco  
 2 Systems, Inc. (“Cisco”), by counsel, hereby provides its objections and responses to Defendant  
 3 Arista Networks, Inc.’s (“Arista’s”) Interrogatory Nos. 21, 24 and 25 (the “Interrogatories”).  
 4

5 **GENERAL OBJECTIONS**

6 Cisco makes the following general objections to Arista’s Interrogatories, which apply to  
 7 each interrogatory regardless of whether the general objections are specifically incorporated into  
 8 the specific objections and responses below.

9 1. Cisco is responding to each interrogatory as it interprets and understands each  
 10 interrogatory with respect to the issues in this Litigation. If Arista asserts a different interpretation  
 11 of any interrogatory, Cisco reserves the right to supplement or amend its responses or objections.

12 2. Cisco objects to each interrogatory to the extent it is inconsistent with or seeks to  
 13 impose obligations beyond those imposed by the Federal Rules of Civil Procedure, the Civil and  
 14 Patent Local Rules of the Northern District of California, and any orders governing this Litigation.

15 3. Cisco objects to the definitions of “Cisco,” “You,” and “Your,” to the extent that  
 16 the definitions are overly broad and purport to require Cisco to provide information that is not  
 17 within the possession, custody, or control of Cisco.

18 4. Cisco objects to Arista’s definition of “Asserted Patents” and “Asserted Claim” to  
 19 the extent that Arista’s use of those terms in its interrogatories to Cisco renders certain of Arista’s  
 20 Interrogatories as constituting multiple discrete subparts that are in fact multiple, separate  
 21 interrogatories.

22 5. Cisco objects to the definitions of “CLI Command” and “Network Management  
 23 Product” to the extent that these terms are vague and ambiguous with respect to their scope and  
 24 application as used by Arista, rendering these terms at least potentially unclear with respect to  
 25 what particular devices are intended to be incorporated thereby, and further on the grounds that  
 26 use of the terms in Arista’s Interrogatories renders those interrogatories overbroad and unduly  
 27 burdensome to the extent that the discovery sought by such interrogatories is not reasonably tied to  
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1 Cisco's claims or Arista's defenses in this Litigation. Cisco further objects to the use of these  
 2 terms in Arista's Interrogatories to the extent that such interrogatories are not reasonably  
 3 calculated to lead to the discovery of admissible evidence.

4       6. Cisco objects to the definition of "Relating to" as vague and ambiguous and overly  
 5 broad, unduly burdensome, and further to the extent that interrogatories using such terms are not  
 6 reasonably calculated to lead to the discovery of admissible evidence.

7       7. Cisco objects to the definition of "Identify" and the definitions set out in  
 8 Paragraphs 5-7 as overly broad, unduly burdensome, and further to the extent that interrogatories  
 9 using such terms are not reasonably calculated to lead to the discovery of admissible evidence.  
 10 Cisco further objects to these definitions and instructions to the extent that the burden of deriving  
 11 or ascertaining the requested information is substantially the same for Arista as it is for Cisco.

12       8. Cisco objects to each and every interrogatory as overly broad, unduly burdensome,  
 13 cumulative, and duplicative to the extent it seeks identification of "any," "each," or "all"  
 14 documents of a specified type or nature, when a subset of such documents will provide the  
 15 requested information. Cisco objects generally to each and every interrogatory as overly broad,  
 16 vague and ambiguous, and not reasonably calculated to lead to the discovery of admissible  
 17 evidence, to the extent that it seeks information regarding "any," "each," or "all" persons, entities,  
 18 objects, or events.

19       9. Cisco objects to the "Definitions" and "Instructions" of the Interrogatories to the  
 20 extent they alter the plain meaning of any specific interrogatory and render the interrogatory  
 21 vague, ambiguous, or overbroad.

22       10. Cisco objects to each interrogatory to the extent that it is overbroad, unduly  
 23 burdensome, and/or calls for provision of information or documents that are neither relevant to  
 24 any claim or defense in this litigation nor reasonably likely to lead to the discovery of admissible  
 25 evidence.

26       11. Cisco objects to each interrogatory to the extent that it calls for production of  
 27 information or documents that are not within the possession, custody, or control of Cisco, or to the  
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1 extent the interrogatory seeks information that may not be disclosed pursuant to a protective order  
2 or non-disclosure agreement, or calls for Cisco to prepare documents and/or things that do not  
3 already exist.

4       12. Cisco objects to each interrogatory to the extent that it calls for production of  
5 information or documents that are publicly available or equally available to Arista, and therefore  
6 are of no greater burden for Arista to obtain than for Cisco to obtain.

7       13. Cisco objects to each interrogatory as overbroad and unduly burdensome to the  
8 extent that it is not limited to a time frame relevant to this Litigation or seeks information or  
9 documents not within the applicable scope of this Litigation.

10       14. Cisco objects to each interrogatory to the extent it seeks information or documents  
11 that Cisco is not permitted to disclose pursuant to confidentiality obligations to third parties or  
12 court order. Cisco will provide such responsive, relevant, and non-privileged information and/or  
13 produce documents in accordance with the Protective Order governing this Litigation and after  
14 complying with its obligations to the third party and/or court.

15       15. Cisco objects to each interrogatory to the extent it seeks information, documents,  
16 and/or things protected from disclosure by the attorney-client privilege, work-product doctrine,  
17 common-interest privilege, and/or any other applicable privilege, immunity, doctrine, or  
18 protection, including without limitation in connection with the common interest doctrine  
19 (collectively, as used herein, “privileged”). Nothing contained in these objections and responses  
20 should be considered a waiver of any attorney-client privilege, work-product protection, or any  
21 other applicable privilege or doctrine, including in connection with the common interest doctrine.  
22 Cisco does not intend to provide information or produce documents that would divulge any  
23 privileged information. Any such disclosure is inadvertent and shall not be deemed a waiver of  
24 any applicable privilege or immunity.

25       16. Cisco objects to Arista’s Interrogatories to the extent that their subparts exceed the  
26 number of interrogatories permitted under the Federal Rules of Civil Procedure, including Rule  
27  
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1 33(a)(1), the Civil and Patent Local Rules of the Northern District of California, and any orders  
 2 governing this Litigation.

3 17. Cisco objects to each interrogatory to the extent that it is vague, ambiguous, or  
 4 confusing due to Arista's failure to define terms or failure to describe the information or  
 5 documents sought with reasonable particularity.

6 18. Cisco objects to the factual characterizations of Arista's Interrogatories. By  
 7 responding, Cisco does not accept or admit any of Arista's factual characterizations.

8 19. Terms or phrases with specific legal significance appear in many of Arista's  
 9 Interrogatories. Neither Cisco's objections and responses, nor the provision of information or  
 10 production of documents in response to any interrogatory, are an admission or indication that such  
 11 information and documents are relevant to any legal theory, or that any of the legal terms used  
 12 have any applicability in their legal sense to any information or documents produced by Cisco in  
 13 response to the Interrogatories.

14 20. Cisco objects to these Interrogatories on relevance and burden grounds to the extent  
 15 they are not limited in temporal scope, or to the extent that time period specified encompasses  
 16 time periods not relevant to this Litigation, or to the extent the requests are not limited in  
 17 geographic scope.

18 21. Cisco objects to the Interrogatories as overly broad and unduly burdensome to the  
 19 extent they call for the provision of information or production of documents of technical  
 20 information, or otherwise, including source code, in connection with Cisco's products, where such  
 21 information or documents are either duplicative of other documents or information that will be  
 22 produced and/or are not relevant to this Litigation and Cisco's products relevant to this Litigation.  
 23 Cisco further objects to the Interrogatories to the extent that they call for the provision of  
 24 information or production of documents of technical information, or otherwise, including source  
 25 code, in connection with Cisco's products, where such information and documents are not  
 26 necessary to understand the relevant structure, function, and operation of Cisco's products relevant  
 27 to this Litigation.

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1 22. Cisco objects to each interrogatory as premature to the extent it calls for documents  
2 or information that is the subject of later disclosure deadlines in this Litigation and/or expert  
3 reports and testimony, including as set forth in Rule 26(a)(2) of the Federal Rules of Civil  
4 Procedure, the Patent Local Rules of the Northern District of California, and the Case  
5 Management Order entered in this Litigation.

6        23. Any Cisco response that it will provide information or produce documents should  
7 not be construed to mean that responsive information or documents in fact exist; only that, if such  
8 relevant, non-privileged, non-objectionable information or documents exist, are in Cisco's  
9 possession, custody, or control, and are located after a reasonable search of the location or  
10 locations where responsive information or documents are likely to be located, such information or  
11 documents will be produced in a timely manner.

12        24. Cisco further reserves all rights to supplement its responses to Arista's  
13 Interrogatories in compliance with the Federal Rules of Civil Procedure, including under Rule  
14 26(e), as well as the Civil and Patent Local Rules of the Northern District of California and any  
15 orders governing this Litigation, and as Cisco's investigation and discovery proceeds in this  
16 Litigation.

## **RESPONSES TO INTERROGATORIES**

18 | INTERROGATORY NO. 21:

19 Identify and describe in detail the factual and legal bases (including an identification of  
20 documents, if any, by Bates-stamp number, and witnesses knowledgeable about each fact) for your  
21 contention that Arista's alleged use of the asserted aspects of the copyrighted works does not  
22 constitute a "fair use" under 17 U.S.C. § 107, including all facts you contend are relevant to each  
23 of the following statutory factors:

24 (1) the purpose and character of the use, including whether such use is of a commercial  
25 nature or is for nonprofit educational purposes;

26 (2) the nature of the copyrighted work;

(3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and

(4) the effect of the use upon the potential market for or value of the copyrighted work.

## **RESPONSE TO INTERROGATORY NO. 21:**

HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY

Cisco incorporates by reference its General Objections as though fully set forth herein.

Cisco also objects to this interrogatory as compound and unduly burdensome, as it calls for numerous pieces of information and has multiple subparts improperly grouped as a single interrogatory. Cisco further objects to this interrogatory as overbroad and unduly burdensome to the extent that it seeks information that is neither relevant to any claim or defense in this litigation nor reasonably likely to lead to the discoverability of admissible evidence. Cisco also objects to this interrogatory as undefined, vague, ambiguous, overbroad, and unduly burdensome in its use of the term “asserted aspect.” Cisco further objects to this interrogatory to the extent that it is cumulative and duplicative of other discovery sought by Arista. Cisco further objects to this interrogatory to the extent it seeks information that is protected by the attorney-client privilege, that constitutes attorney work product, or that is protected by any other applicable privilege, protection, or immunity. Cisco further objects to this interrogatory because it calls for legal conclusions. Cisco further objects to this interrogatory because Arista bears the burden of proving any “fair use” defense and has thus far failed to identify the facts and legal basis that support such a defense. Cisco further objects to this interrogatory as unduly burdensome in that it seeks to shift to Cisco the burden associated with any Arista attempt to prove a “fair use” defense. Cisco further objects to this interrogatory because it seeks expert opinion and is therefore premature.

24        Subject to and without waiver of the foregoing general and specific objections, Cisco  
25 responds as follows:

26 As an affirmative defense, Arista bears the burden of proving any “fair use” defense on  
27 which it intends to rely in this case. *Harper & Row*, 471 U.S. 539, 561 (1985). Arista’s responses

1 to Cisco’s Interrogatory Nos. 10 and 12, which seek information concerning Arista’s fair use  
 2 defense, however, show that Arista has thus far has failed to come forward in response to  
 3 discovery or otherwise with sufficient evidence to support such a defense. As Arista has failed to  
 4 sufficiently explain the basis for—let alone prove—any contention that its use of Cisco’s  
 5 copyrighted works constitutes a “fair use” under 17 U.S.C. § 107, Arista has failed to meet its  
 6 burden and, thus, its fair use defense fails.

7 Cisco further responds as follows:

8       (1) ***the purpose and character of the use, including whether such use is of a  
 9 commercial nature or is for nonprofit educational purposes;***

10       17 U.S.C. § 107 provides that fair use “for purposes such as criticism, comment, new  
 11 reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not  
 12 an infringement of copyright.” Arista, however, does not contend (nor can it) that its use of  
 13 Cisco’s copyrighted works is for such purposes.

14       Indeed, Arista’s purpose is the same as Cisco’s purpose, which is a classic superseding use  
 15 and not transformative. *Harper & Row*, 471 U.S. at 550 (fair use precludes a superseding use of  
 16 the original). Arista has used and continues to use Cisco’s copyrighted works<sup>1</sup> in the same type of  
 17 software as Cisco (a network device operating system), with the same type of hardware as Cisco  
 18 (network devices), to perform the same functions as Cisco (routing and switching), and sells to  
 19 customers in the same or similar ways as Cisco. Thus, Cisco’s copyrighted works and Arista’s  
 20 infringing EOS operating system are used for the same purpose. *See, e.g., Wall Data v. Los  
 21 Angeles County Sheriff’s Dept.*, 447 F.3d 769, 778 (9th Cir. 2006) (“In cases where use is for the  
 22 same intrinsic purpose as [the copyright holder’s] . . . such use seriously weakens a claimed fair  
 23 use.”) (internal citations and quotation marks omitted). And if a customer purchases a switch or  
 24 router from Arista with EOS, they have no reason to buy Cisco’s switch or router running Cisco’s  
 25 IOS copyrighted works, which is a classic “superseding use.” *Campbell v. Acuss-Rose Music*.

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<sup>1</sup> “Cisco copyrighted works” and “Cisco’s copyrighted works” includes the copyrighted  
 28 operating systems and related documents, as set forth and defined in Paragraph 25 of the Second  
 Amended Complaint.

1 *Inc.*, 510 U.S. 569, 579 (1994). Accordingly, Arista’s claim that “the accused commands, modes,  
 2 and prompts interface with an entirely different operating system” is irrelevant and is no excuse  
 3 for Arista’s willful infringement.

4 Arista’s use of Cisco’s copyrighted works also is not transformative because Arista has not  
 5 created anything new out of Cisco’s copyrighted works. Arista has instead slavishly copied  
 6 Cisco’s copyrighted works, in some instances verbatim, even copying grammatical errors and/or  
 7 commands that Arista itself believed to be inferior to available alternatives. Arista is using the  
 8 commands for an identical purpose of providing the command-line interface to a networking  
 9 device that competes directly with Cisco’s networking devices. Accordingly, Arista has not and is  
 10 not creating a new product or meeting new needs, but rather has been and is usurping Cisco’s  
 11 market for its copyrighted works by copying Cisco word-for-word. *See, e.g., Wall Data*, 447 F.3d  
 12 at 778 (“[Defendant] created exact copies of [Plaintiff’s] software. It then put those copies to the  
 13 identical purpose as the original software. Such a use cannot be considered transformative.”).

14 In addition to being a superseding use, Arista’s use is commercial, which is presumptively  
 15 not fair use. *Sony Corp. v. Universal City Studios, Inc.*, 464 U.S. 417, 451 (1984) (“every  
 16 commercial use of copyrighted material is presumptively an unfair exploitation of the monopoly  
 17 privilege that belongs to the owner of the copyright”). Arista sells—for profit and to Cisco’s  
 18 detriment—switches and other products that incorporate Cisco’s copyrighted works. Arista is  
 19 neither a non-profit nor an educational company or institution. Neither does Arista use (nor  
 20 contend that it uses) Cisco’s copyrighted works for nonprofit or for educational uses or purposes.  
 21 For example, Arista is a publicly traded company and reports revenue and profits on a quarterly  
 22 and annual basis. *E.g.*, CSI-CL-02099053; CSI-CLI-00355093; CSI-CLI-00355164; CSI-CLI-  
 23 00358000; CSI-CLI-01300636. Arista also uses the copyrighted works themselves in a  
 24 commercial way. Arista provides products, software, and technical support incorporating Cisco’s  
 25 copyrighted works to its distributors and/or customers so that they use Arista’s EOS and/or EOS+  
 26 operating systems and its command-line interface, and thus infringe Cisco’s copyrights as well.  
 27 Arista knows that its distributors and customers purchase its products to use, reproduce, distribute,  
 28

1 and/or publicly display computer programs and/or other works that infringe Cisco’s copyrights,  
2 including by use of Cisco’s command-line interface—Arista has publicly admitted that at least  
3 80% of its customers consider this infringing functionality to be an important factor in their  
4 decisions to purchase Arista’s products. Arista also knows that its distributors and customers use  
5 Arista’s products to infringe Cisco’s copyrights and compete with Cisco. Indeed, Arista  
6 specifically touts the similarity between its accused products and Cisco’s copyrighted works in  
7 marketing and other public materials as a selling point for customers—specifically targeting  
8 Cisco’s existing customer base. Arista encourages its distributors and/or customers to infringe  
9 Cisco’s copyrights in the hopes that Arista can win Cisco customers and, therefore, that Cisco will  
10 sell fewer products that incorporate its own copyrighted works.

11 Moreover, Arista has a direct financial interest in the exploitation of Cisco's copyrighted  
12 works by its customers and distributors: Cisco is informed and believes that substantially all of  
13 Arista's revenue and net income described in Cisco's Response to Interrogatory No. 1, which is  
14 incorporated by reference herein, comes from its sale of products that contain computer programs  
15 and/or other works that infringe Cisco's copyrights.

16 Arista also has boasted of the savings in development costs it accrued by copying Cisco's  
17 copyrighted works: "Since I helped build the enterprise, I would never compete with Cisco  
18 directly in the enterprise in a conventional way. It makes no sense. It would take me 15 years and  
19 15,000 engineers, and that's not a recipe for success." *See, e.g.*, Adam Lashinsky, "An Ex-Cisco  
20 Exec Reflects," *Fortune* (Mar. 20, 2014), *available at* <http://fortune.com/2014/03/20/an-ex-ciscoexec-reflects/>. Arista has explained that its use of Cisco's copyrighted CLI was an  
21 intentional ploy to win customers from Cisco and harm Cisco's market for its copyrighted works,  
22 as Arista can market its products as an easily implemented alternative to Cisco products for  
23 Cisco's existing customers:

- “[A] Cisco CCIE expert would be able to use Arista right away, because we have a similar command-line interface and operational look and feel. Where we don’t have

1 to invent, we don't." John Gallant, "How Arista Networks Got Out In Front of the  
 2 SDN Craze," Network World (Feb. 22, 2013).

- 3 • Arista has learned to "[p]rovide familiar interfaces to ease adoption" including a  
 4 "standard CLI that ... retains familiar management commands" so much so that  
 5 "80% [of Arista customers] tell us they appreciate the way they can leverage their  
 6 deep [Cisco] IOS experience, as they can easily upgrade an aging [Cisco] Catalyst  
 7 infrastructure to Arista." Posting of Kenneth Duda to Arista EOS Central, "Linux  
 8 as a Switch Operating System: Five Lessons Learned" (Nov. 5, 2013), *available at*  
 9 <https://eos.arista.com/linux-as-a-switch-operating-system-five-lessons-learned/>.
- 10 • "Familiar management interfaces, standard CLI ... It's been very helpful for our  
 11 customers to be able to rapidly adopt our products and integrate them into their  
 12 environments ... that our switches provide a familiar management interface so their  
 13 existing tools and processes, screen scraping, automation, continue to work just as  
 14 they did before." Arista, *EOS Bites & Bytes - Episode 1 - Lessons Learned While*  
 15 *Building a Network OS on Top of Linux*, Arista EOS Central - Video Library (Jan.  
 16 30, 2014), at 6:55–7:56, *available at* <http://eos.arista.com/wpcontent/themes/aristaeos/video-lightbox.php?vid=tt6lavHKGo>.
- 17 • "The familiar EOS command-line interface (CLI) avoids retraining costs." Arista,  
 18 *EOS: An Extensible Operating System*.

20 Finally, "[f]air use presupposes good faith and fair dealing." *Harper & Row*, 471 U.S. at  
 21 562. Here, however, the evidence cited above—as well as the responses and evidence cited in  
 22 Cisco's response to Interrogatory No. 3, which are incorporated here by reference—show that  
 23 Arista has acted in bad faith, which heavily weighs against fair use. Further, the unapologetic  
 24 deposition testimony from Arista's executives, among other evidence, confirms that Arista acted  
 25 in bad faith by intentionally and slavishly copying Cisco in order to cut corners to better compete  
 26 with Cisco. *See, e.g.*, Deposition Testimony of Jayshree Ullal (Arista President & CEO) at  
 27 304:12-307:24 (defending statements that Arista tries to mimic the "operational look and feel" of  
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1 Cisco, and that “Where we [Arista] don’t have to invent, we don’t.”); Deposition Testimony of  
 2 Kenneth Duda (Arista CTO & SVP of Software Engineering) at 45:2-15 (“Arista has many CLI  
 3 commands in its interface that [were] copied from Cisco’s CLI interface”), 45:24-46:5 (“I don’t  
 4 know what you mean ‘a coincidence.’ Obviously they were copied. That wasn’t a coincidence,  
 5 no.”), 47:19-24 (Q: “Mr. Duda, isn’t it true that you and others at Arista slavishly copied the Cisco  
 6 CLI commands?” A: “I’ve said things to that effect and it’s true in the sense that I meant it.”),  
 7 154:3-155:5, 202:17-25, 221:3-24, 234:9-13 (Q: “You’ve told customers, sir, that if you have  
 8 scraping or automation tools that work for Cisco’s CLI, you could take those and run it against  
 9 Arista’s switches; you’ve said that, right?” A: “I believe so, yes.”), 297:14-303:22, 310:11-311:7,  
 10 321:15-25; Deposition Testimony of Anshul Sadana (Arista SVP of Customer Engineering) at  
 11 207:7-209:14, 233:3-236:17, 251:3-252:9, 277:14-278:15; Deposition Testimony of Adam  
 12 Sweeney (Arista VP of Software Engineering) at 210:7-211:21, 130:14-131:4, 131:14-131:24,  
 13 308:3-18, 309:2-8, 317:4-16; Deposition Testimony of Lincoln Dale (Arista Distinguished  
 14 Engineer) at 300:16-301:17; Deposition Testimony of Mark Foss (Arista SVP of Global  
 15 Operations & Marketing) at 130:4-10 (“[T]he CLI commands on our switch are identical to Cisco  
 16 IOS, so there should be no learning curve to get it configured”), 135:1-22, 171:8-15.

17       (2)     *the nature of the copyrighted work;*

18       As Cisco’s copyrighted works are the subject of substantial creativity and expression, the  
 19 second factor weighs against a finding of fair use. *See Wall Data*, 447 F.3d at 780. For example,  
 20 key to Cisco’s IOS is its “Command-Line Interface” or CLI. The CLI is the user interface by  
 21 which users of Cisco products communicate with the product in order to configure and manage the  
 22 product. Cisco’s CLI includes an elaborate taxonomy of creative, unique textual command  
 23 expressions, authored by Cisco’s employees, which a user learns in order to “talk” to the product.  
 24 When a unique command is entered by a human operator or computer script, Cisco’s CLI  
 25 interprets the command and performs a particular operation associated with that command.  
 26 Cisco’s CLI also includes an original structure and hierarchy (and naming convention) of

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1 command modes and associated prompts, which support various, defined sets of the command  
 2 expressions.

3 Moreover, Cisco owns copyrights in its operating systems and related documentation,  
 4 which are protected works. *See Oracle Am., Inc. v. Google, Inc.*, 750 F.3d 1339, 1354 (Fed. Cir.  
 5 2014) (“It is undisputed that computer programs—defined in the Copyright Act as ‘a set of  
 6 statements or instructions to be used directly or indirectly in a computer in order to bring about a  
 7 certain result,’ 17 U.S.C. § 101—can be subject to copyright protection as ‘literary works.’”); *see*  
 8 *also Engineering Dynamics, Inc. v. Structural Software, Inc.*, 26 F.3d 1335, 1341-43 (5th Cir.  
 9 1994) (“Most courts . . . have determined that copyright protection extends not only to the literal  
 10 elements of a program, *i.e.*, its source code and object code, but also to its ‘nonliteral’ elements,  
 11 such as the program architecture, ‘structure, sequence and organization’, operational modules, and  
 12 computer-user interface.”) (citing *Computer Assocs. Int’l, Inc. v. Altai, Inc.*, 982 F.2d 693 (2d Cir.  
 13 1992); *Gates Rubber Co. v. Bando Chemical Indus.*, 9 F.3d 823 (10th Cir. 1993)); *Lotus Dev.*  
 14 *Corp. v. Paperback Software Int’l*, 740 F.Supp. 37, 65-68 (D. Mass. 1990) (finding that the  
 15 command format and sequence structure in an original word processing or computer spreadsheet  
 16 should be copyrightable because as a whole, the interface’s structure and hierarchy constitute a  
 17 high degree of original expression); *Lotus Dev. Corp. v. Borland Int’l, Inc.*, 831 F.Supp. 202, 209  
 18 (D. Mass. 1993) (finding that the defendant had infringed by copying verbatim plaintiff’s entire  
 19 command menu hierarchy despite the availability of many different command structures to  
 20 perform the same functions).

21 Each Cisco work cited in its Complaint and in its Responses to Interrogatory No. 2  
 22 (including all exhibits and supplements thereto) contain expressive content, which is the subject of  
 23 copyright protection. Examples of the Cisco copyrighted works include command expressions,  
 24 command hierarchies, command modes and prompts, command responses/outputs, manuals, and  
 25 source code, among other related documentation. By way of example, designing a command  
 26 syntax for a particular function is a subjective exercise that requires independent judgment of the  
 27 command/hierarchy authors. *See, e.g.*, Deposition Testimony of Adam Sweeney (Arista VP of  
 28

1 Software Engineering) at 175:15-23; 217:12-218:8; Deposition Testimony of Kenneth Duda  
 2 (Arista CTO & SVP of Software Engineering) at 145:4-151:9, 159:15-23, 176:16-177:17, 350:7-  
 3 351:6; Deposition Testimony of Jayshree Ullal (Arista President & CEO) at 253:14-254:7. The  
 4 fact that there are other competitors in the market that implement different CLIs—*e.g.*, Juniper  
 5 Networks, HP, Brocade, Alcatel-Lucent, and Extreme, among others—with different commands  
 6 confirms that Cisco’s works are expressive, protected works.

7 Further, Arista has come forward with no evidence that Cisco’s copyrighted works have  
 8 been adopted as an “industry standard” by any standard-setting body, such as the IEEE or IETF, or  
 9 incorporated into any RFC (as Arista contends in its responses to Interrogatory Nos. 10 and 12).  
 10 In fact, the evidence demonstrates that Cisco’s copyrighted works are not part of an industry  
 11 standard and that there is no industry standard for CLIs. *See, e.g.*, Deposition Testimony of  
 12 Jayshree Ullal (Arista President & CEO) at 68:14-69:4, 208:7-210:16, 217:11-21, 223:12-19;  
 13 Deposition Testimony of Kenneth Duda (Arista CTO & SVP of Software Engineering) at 58:8-  
 14 59:24, 70:4-17, 73:23-75:16, 93:20-95:2, 195:18-197:8, 323:22-324:19, 326:6-329:11; Deposition  
 15 Testimony of Anshul Sadana (Arista SVP of Customer Engineering) at 93:20-103:4, 281:12-20,  
 16 108:17-109:4, 242:17-247:19, 267:2-271:24, 272:24-273:5; Deposition Testimony of Adam  
 17 Sweeney (Arista VP of Software Engineering) at 257:12-17, 159:9-160:9, 161:8-16, 161:25-  
 18 162:7, 163:12-164:2, 165:1-6; Deposition Testimony of Lincoln Dale (Arista Distinguished  
 19 Engineer) at 272:20-274:24, 215:23-216:7, 216:14-217:4, 222:4-13; Deposition Testimony of  
 20 Hugh Holbrook (Arista VP of Software Engineering) at 84:13-17, 147:25-148:13, 248:8-12;  
 21 Deposition Testimony of Mark Foxx (Arista SVP of Global Operations & Marketing) at 100:10-  
 22 12, 100:23-101:2, 112:11-13.

23 Neither has Arista come forward with any evidence that Cisco’s copyrighted works are  
 24 required for interoperability in the marketplace (as Arista contends in its responses to  
 25 Interrogatory Nos. 10 and 12). The evidence of record demonstrates that the opposite is true—  
 26 Cisco’s copyrighted works are not required for interoperability in the marketplace and are instead  
 27 Cisco’s own creative expressions derived from subjective exercises of independent judgment. *See,*  
 28

1 *e.g.*, Deposition Testimony of Jayshree Ullal (Arista President & CEO) at 253:14-254:7, 276:10-  
 2 277:16, 304:12-307:24; Deposition Testimony of Kenneth Duda (Arista CTO & SVP of Software  
 3 Engineering) at 143:2-145:3, 145:4-151:9, 159:15-23, 176:16-177:17, 350:7-351:6; Deposition  
 4 Testimony of Anshul Sadana (Arista SVP of Customer Engineering) at 51:14-18, 70:24-74:8,  
 5 230:24-25; Deposition Testimony of Adam Sweeney (Arista VP of Software Engineering) at  
 6 223:17-224:12, 175:15-23, 217:12-218:8; Deposition Testimony of Lincoln Dale (Arista  
 7 Distinguished Engineer) at 231:5-17, 186:14-187:7, 193:1-25, 194:14-195:2, 195:7-196:2, 267:13-  
 8 268:5, 271:18-25, 272:11-19; Deposition Testimony of Hugh Holbrook (Arista VP of Software  
 9 Engineering) at 224:7-19, 241:4-22, 243:6-244:17.

10 Further, Cisco has not placed its copyrighted works in the public domain, nor has Cisco  
 11 permitted any competitor to copy its copyrighted works. Cisco takes its intellectual property  
 12 rights seriously and has always believed that its operating system and CLI are valuable and  
 13 important Cisco assets. Indeed, when Cisco learned that its competitor Huawei was rampantly  
 14 infringing its copyrights in or around 2003—including Cisco’s CLI and operating system, both of  
 15 which are at issue here—Cisco sued Huawei in order to stop Huawei from infringing. Here,  
 16 despite extensive discovery, none of the Arista executives Cisco has deposed—many of whom  
 17 were previously employed in senior positions at Cisco—have identified an example of Cisco  
 18 granting any competitors a license to its CLI, let alone a license to use the CLI. This is not  
 19 surprising to Cisco, given the evidence. *See, e.g.*, Deposition Testimony of Jayshree Ullal (Arista  
 20 President & CEO) at 257:20-258:3, 262:1-10, 322:8-13, 348:8-351:25, 372:16-373:2; Deposition  
 21 Testimony of Kenneth Duda (Arista CTO & SVP of Software Engineering) at 101:7-21, 109:13-  
 22 24, 276:24-277:21; Deposition Testimony of Anshul Sadana (Arista SVP of Customer  
 23 Engineering) at 43:15-44:4, 85:18-25, 86:14-22; Deposition Testimony of Adam Sweeney (Arista  
 24 VP of Software Engineering) at 272:18-273:2.

25 Cisco also incorporates by reference the deposition testimony from the following CLI  
 26 command creators: Kirk Lougheed; Abhay Roy; Adam Sweeney; Anthony Li; Devadas Patil;  
 27 Greg Satz; Hugh Holbrook; Phillip Remaker; Ramanthan Kavasseri; and Tong Liu.  
 28

3 Arista's qualitative and quantitative taking of Cisco's copyrighted works is significant and  
4 substantial. In order to create a directly competing operating system and to make Arista's  
5 products more attractive to existing users of Cisco products, Arista has deliberately copied Cisco's  
6 copyrighted works, including copying over 500 of Cisco's multi-word command expressions,  
7 Cisco's command mode structures and prompts, Cisco's command responses, and associated  
8 Cisco documentation. What Arista copied was and is, at the end of the day, fundamental to  
9 Cisco's operating system. Indeed, as a result of Arista's copying, Arista's EOS operating system  
10 has (according to Arista) the same "look and feel" to a user as Cisco's copyrighted operating  
11 system IOS. It would be—and is—apparent to users that Arista's EOS is a copy of Cisco's  
12 copyrighted works. Indeed, in many instances (as shown at least in Cisco's responses to  
13 Interrogatory Nos. 2, 3, 16, and 18, which are incorporated here by reference), Arista copied Cisco  
14 verbatim, which alone shows the high qualitative value of Cisco's copyrighted works.

15        Further, Arista has made a number of admissions that confirm it has copied a substantial  
16 amount of Cisco's copyrighted operating systems including its CLI. Arista's CEO has specifically  
17 and publicly acknowledged, and even touted as a selling point of Arista products, that Arista  
18 copied Cisco's CLI in substantial amounts. For example, Arista's CEO stated: “[A] Cisco CCIE  
19 expert would be able to use Arista right away, because we have a similar command-line interface  
20 and operational look and feel. Where we don't have to invent, we don't.” *See, e.g.*, John Gallant,  
21 “How Arista Networks Got Out In Front of the SDN Craze,” Network World (Feb. 22, 2013).  
22 Arista's co-founder and current Chief Technology Officer Kenneth Duda likewise stated that  
23 Arista aimed to “[p]rovide familiar interfaces to ease adoption” including a “standard CLI that ...  
24 retains familiar management commands” so much so that “80% [of Arista customers] tell us they  
25 appreciate the way they can leverage their deep [Cisco] IOS experience, as they can easily upgrade  
26 an aging [Cisco] Catalyst infrastructure to Arista.” *See, e.g.*, Posting of Kenneth Duda to Arista  
27 EOS Central, “Linux as a Switch Operating System: Five Lessons Learned” (Nov. 5, 2013),

1 *available at https://eos.arista.com/linux-as-a-switchoperating-system-five-lessons-learned/*. Mr.  
 2 Duda has further confirmed that a substantial amount of Cisco’s copyrighted works were  
 3 intentionally copied by Arista: “Familiar management interfaces, standard CLI … It’s been very  
 4 helpful for our customers to be able to rapidly adopt our products and integrate them into their  
 5 environments … that our switches provide a familiar management interface so their existing tools  
 6 and processes, screen scraping, automation, continue to work just as they did before.” *See, e.g.*,  
 7 Arista, *EOS Bites & Bytes - Episode 1 - Lessons Learned While Building a Network OS on Top of*  
 8 *Linux*, Arista EOS Central - Video Library (Jan. 30, 2014), at 6:55–7:56, *available at*  
 9 <http://eos.arista.com/wp-content/themes/aristaeos/video-lightbox.php?vid=ttplavHKGo>. In fact,  
 10 when asked “[i]f [customers] just want to take the [Arista] switch, just as they’re used to, take it  
 11 out of the box, plug in your console, whatever, SSH in, it’s no different,” Mr. Duda answered in  
 12 the affirmative—“Yeah.” *See, e.g.*, Arista, *EOS Bites & Bytes - Episode 1 - Lessons Learned*  
 13 *While Building a Network OS on Top of Linux*, Arista EOS Central - Video Library (Jan. 30,  
 14 2014), at 8:12–22, *available at* <http://eos.arista.com/wp-content/themes/aristaeos/video-lightbox.php?vid=ttplavHKGo>.

16 Arista also has made statements in its product documentation for EOS that it copied an  
 17 important amount of Cisco’s copyrighted operating system. For example, a white paper released  
 18 by Arista stated “[t]he familiar EOS command-line interface (CLI) avoids retraining costs.” *See,*  
 19 *e.g.*, Arista, *EOS: An Extensible Operating System*.

20 Arista also makes available to customers and prospective customers documentation such as  
 21 user manuals and guides that explain the function of its networking products that use EOS and  
 22 demonstrate that Arista copied a substantial amount of Cisco’s copyrighted works. In creating  
 23 Arista’s documentation, Arista copied extensively from Cisco IOS documentation, as shown in  
 24 Cisco’s operative complaint (and exhibits) as well as Cisco’s responses to Interrogatory No. 2,  
 25 which are incorporated here by reference. In many cases, Arista has copied portions of text  
 26 verbatim from Cisco IOS documentation, even in some instances including grammatical errors,  
 27 which is direct evidence of Arista’s blatant and extensive copying of Cisco’s copyrighted works.

1 As a result, and consistent with Arista’s copying of Cisco’s CLI, significant portions of Arista’s  
 2 documentation are substantially similar to and in many instances precisely the same as Cisco IOS  
 3 documentation. In light of the foregoing and the numerous instances of copying described in  
 4 Cisco’s responses to Interrogatory Nos. 2, 3, 16, and 18, which are incorporated by reference  
 5 herein, Arista’s copying also is quantitatively significant. Furthermore, Cisco’s calculation of the  
 6 entire quantitative nature of Arista’s copying is ongoing and also is subject to expert discovery.

7       **(4)     *the effect of the use upon the potential market for or value of the copyrighted***  
 8 ***work.***

9           The inquiry under the fourth fair use factor includes “harm to the original [and] ...  
 10 derivative works,” *Harper & Row*, 471 U.S. at 568; *see* 17 U.S.C. § 106(2) (exclusive statutory  
 11 right “to authorize ... derivative works based upon the copyrighted work”), and the effect on the  
 12 potential market if the challenged use “become[s] widespread.” *Harper & Row*, 471 U.S. at 568.  
 13 Here, Arista’s use affects all of these actual and potential markets as it directly competes with  
 14 Cisco for sales of products that incorporate and use Cisco’s copyrighted works—switches and  
 15 routers. The copyrighted works at issue—Cisco’s operating systems and accompanying  
 16 documents—allow the switches and routers to work, and the command line interfaces that are the  
 17 heart and soul of the operating systems allow for the configuration of the switches and routers so  
 18 that they can function properly. Arista markets and sells its products that incorporate and use  
 19 Cisco’s copyrighted works in order to supplant and replace Cisco in the marketplace. Thus, if  
 20 Arista’s infringement is permitted to continue, it will substantially impact Cisco’s market.

21           As further evidence of the impact to the market, Cisco has suffered and will suffer  
 22 irreparable harm and damage as a direct result of Arista’s choice to copy Cisco’s copyrighted  
 23 works and then directly compete with Cisco in the marketplace. Cisco has lost sales and  
 24 customers and will continue to do so. Cisco has suffered harm to its reputation as an innovator in  
 25 the industry and will continue to suffer such harm if Arista’s infringement is permitted to  
 26 continue. Further, Arista’s copying—and its decision to publicly brag that it copied Cisco and tout  
 27

28

1 Cisco's copyrighted innovations in Arista's own competing products—has ultimately harmed the  
 2 value of the copyrighted works and the market for Cisco in ways that are difficult to calculate.

3       Further, Arista has driven down the value for the copyrighted works by intentionally  
 4 copying them and then directly competing in the marketplace against Cisco with products that use  
 5 and incorporate those works. In other words, Cisco is forced to compete with its own technology  
 6 in the marketplace. That has deteriorated the value of Cisco's copyrighted works and harmed  
 7 Cisco in ways that are difficult to calculate.

8       Further, Arista has de-valued Cisco's copyrights because Arista provides products,  
 9 software, and technical support incorporating Cisco's copyrights to its distributors and/or  
 10 customers so that they use Arista's EOS and/or EOS+ operating systems and its command-line  
 11 interface, and thus infringe Cisco's copyrights as well. Arista knows that its distributors and  
 12 customers purchase its products to use, reproduce, distribute, and/or publicly display computer  
 13 programs and/or other works that infringe Cisco's copyrights, including by use of Cisco's  
 14 command-line interface—Arista has publicly admitted that at least 80% of its customers consider  
 15 this infringing functionality to be an important factor in their decisions to purchase Arista's  
 16 products. As described in Cisco's Response to Interrogatory No. 3, which is incorporated by  
 17 reference herein, Arista has knowledge that its acts materially contribute to its distributors' and  
 18 customers' infringement of Cisco's copyrights, which ultimately de-values Cisco's copyrighted  
 19 works and harms Cisco's market share.

20      Cisco further responds that Arista knows that its distributors and customers use Arista's  
 21 products to infringe Cisco's copyrights, which means that Arista is intentionally harming Cisco's  
 22 market to offer its copyrighted works in its own products. As described in Cisco's Response to  
 23 Interrogatory No. 3, which is incorporated here by reference, instead of developing alternatives to  
 24 Cisco's copyrighted works, Arista specifically touts the similarity between its accused products  
 25 and Cisco's IOS Copyrighted Works in marketing and other public materials as a selling point for  
 26 customers—specifically targeting Cisco's existing customer base. In other words, Arista's public  
 27 statements and actions, including its sale of routing and switching products that contain computer  
 28

1 programs and/or other works that infringe Cisco's copyrights, cause infringement of Cisco's  
 2 copyrights by Arista's distributors and customers and harm Cisco's market for its copyrights.  
 3 Arista intentionally encourages its distributors and/or customers to infringe Cisco's copyrights in  
 4 the hopes that Arista can win Cisco customers and, therefore, that Cisco ultimately sells fewer  
 5 products that incorporate its copyrighted works.

6 Further, Arista has an obvious and direct financial interest in the exploitation of Cisco's  
 7 copyrighted materials by its customers and distributors: Cisco is informed and believes that  
 8 substantially all of Arista's revenue and net income described in Cisco's Response to Interrogatory  
 9 No. 1, which is incorporated by reference herein, comes from the sale of products that contain  
 10 computer programs and/or other works that infringe Cisco's copyright.

11 Arista also has boasted of the savings in development costs it accrued by copying Cisco's  
 12 copyrighted works: "Since I helped build the enterprise, I would never compete with Cisco  
 13 directly in the enterprise in a conventional way. It makes no sense. It would take me 15 years and  
 14 15,000 engineers, and that's not a recipe for success." *See, e.g.*, Adam Lashinsky, "An Ex-Cisco  
 15 Exec Reflects," *Fortune* (Mar. 20, 2014), *available at* <http://fortune.com/2014/03/20/an-ex-ciscoexec-reflects/>.

17 Arista also has explained that its use of Cisco's copyrighted CLI was an intentional ploy to  
 18 win customers from Cisco and harm Cisco's market for its copyrighted works, as Arista can  
 19 market its products as an easily implemented alternative to Cisco products for Cisco's existing  
 20 customers:

- 21 • "[A] Cisco CCIE expert would be able to use Arista right away, because we have a  
 22 similar command-line interface and operational look and feel. Where we don't have  
 23 to invent, we don't." John Gallant, "How Arista Networks Got Out In Front of the  
 24 SDN Craze," *Network World* (Feb. 22, 2013).
- 25 • Arista has learned to "[p]rovide familiar interfaces to ease adoption" including a  
 26 "standard CLI that ... retains familiar management commands" so much so that  
 27 "80% [of Arista customers] tell us they appreciate the way they can leverage their

deep [Cisco] IOS experience, as they can easily upgrade an aging [Cisco] Catalyst infrastructure to Arista.” Posting of Kenneth Duda to Arista EOS Central, “Linux as a Switch Operating System: Five Lessons Learned” (Nov. 5, 2013), *available at* <https://eos.arista.com/linux-as-a-switch-operating-system-five-lessons-learned/>.

- “Familiar management interfaces, standard CLI … It’s been very helpful for our customers to be able to rapidly adopt our products and integrate them into their environments … that our switches provide a familiar management interface so their existing tools and processes, screen scraping, automation, continue to work just as they did before.” Arista, *EOS Bites & Bytes - Episode 1 - Lessons Learned While Building a Network OS on Top of Linux*, Arista EOS Central - Video Library (Jan. 30, 2014), at 6:55–7:56, available at <http://eos.arista.com/wpcontent/themes/aristaeos/video-lightbox.php?vid=ttp6lavHKGo>.
- “The familiar EOS command-line interface (CLI) avoids retraining costs.” Arista, *EOS: An Extensible Operating System*.

Further, Arista has harmed Cisco by intentionally positioning and marketing its infringing EOS operating system in the marketplace as a “better copy” of Cisco’s IOS operating system than Cisco’s own NX-OS operating system. In other words, Arista tells customers that it should buy products with Arista’s EOS instead of Cisco’s NX-OS because Arista did a more thorough job of copying Cisco’s IOS than Cisco itself.

In addition to the foregoing, this fair use factor considers what would happen to Cisco’s market if anyone were able to make the same use that Arista has made and such use became widespread. *Harper & Row*, 471 U.S. at 568. In light of the foregoing affects from Arista’s use alone, it is clear that widespread use of this nature would significantly curtail the actual and potential markets for and value of Cisco’s copyrighted works.

Cisco furthermore incorporates by reference in its response to this interrogatory the operative complaint in this case (and all exhibits referenced therein); its Responses to

1 Interrogatory Nos. 2, 3, 16, and 18, which contain responsive information as well, as well as all of  
 2 the documents and exhibits cited therein.

3 To the extent additional information is provided regarding Arista's "fair use" defense,  
 4 Cisco may provide additional information in response to this interrogatory. Moreover, Cisco's  
 5 investigation is ongoing. Cisco will supplement its response to this interrogatory based on its  
 6 further investigation and based on expert discovery.

7 **HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY**

8

9 **CORRECTED SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 21:**

10 **HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY**

11 Subject to and without waiver of its general and specific objections, Cisco further responds  
 12 as follows:

13 Arista bears the burden to prove its fair use defense and has failed to do so. In fact, Arista  
 14 has not shown that even one of the four fair use factors favors Arista—all four factors favor a  
 15 finding that there is no fair use here.

16 For example, Arista's response to Cisco's Interrogatory No. 21 is completely deficient and  
 17 fails to provide any legitimate basis for Arista's contention that its use of Cisco's IOS is  
 18 transformative. Arista asserts that its use of Cisco's CLI is somehow transformative because  
 19 Arista's switches have a different operating system written in a different programming language, a  
 20 CLI that accesses that operating system, and are built using merchant silicon. But that is all  
 21 irrelevant. Arista still has not created anything new out of Cisco's IOS copyrighted works. Arista  
 22 instead uses Cisco's IOS copyrighted works for an identical purpose and uses those works to  
 23 directly compete with Cisco for sales—according to Arista's CEO, Arista and Cisco are "fierce  
 24 competitors." *See* CSI-CLI-00357842 at CSI-CLI-00357851. Arista has not and is not creating a  
 25 new product or meeting new needs, but rather has been and is seizing Cisco's market for its  
 26 copyrighted works by copying Cisco which, as a matter of law, is not transformative use.

27 Furthermore, as explained in Cisco's response to Interrogatory No. 2 (which is incorporated here  
 28

1 by reference), there are many uncanny similarities between the Cisco IOS source code and the  
 2 structure of Arista's EOS source code suggesting that it too was copied in some material respect  
 3 (regardless of the fact that it was written in a different language). In fact, Cisco has discovered  
 4 that Arista copied hundreds of command descriptions from Cisco into its EOS source code, which  
 5 completely undermines Arista's claim that it wrote its source code from "a clean sheet of paper."  
 6 Thus, Arista's use by copying of Cisco's copyrighted works is not a "transformative" use.

7 Moreover, evidence of Arista's bad faith—a bar to "fair use"—is shown in Cisco's  
 8 responses to Interrogatory Nos. 2, 3, and 4, where Cisco has detailed Arista's infringement as well  
 9 as its willful and contributory infringement. Those responses and the evidence cited therein are  
 10 incorporated here by reference as evidence of Arista's bad faith, which forecloses Arista's fair use  
 11 defense. Additional evidence of bad faith can be found in Arista's CTO's blog postings  
 12 denigrating Cisco for enforcing its intellectual property rights, proving that Arista's corporate  
 13 leaders do not respect other company's intellectual property rights and, in fact, encourage the  
 14 public to follow suit and encourage infringement of others' intellectual property rights. *See, e.g.*,  
 15 <http://www.arista.com/blogs/?p=1301>; <http://www.arista.com/blogs/?p=1169>;  
 16 <http://www.arista.com/blogs/?p=1096>.

17 Cisco identifies at least the following documents and testimony as containing responsive  
 18 information that further evidence that Arista's fair use defense is meritless:

- 19 • CSI-CLEO3838924
- 20 • CSI-CLI-00226710
- 21 • CSI-CLI-00358622
- 22 • CSI-CLI-00408381
- 23 • CSI-CLI-00248571
- 24 • CSI-CLI-00178252
- 25 • CSI-CLI-00357842
- 26 • ARISTANDCA1195413
- 27 • ANI-ITC-944\_94 0962624
- 28 • CSI-ANI-00381280
- CSI-CLEO3838924
- CSI-CLI-00007473
- CSI-CLI-00007244
- CSI-CLI-00006858

- 1     • CSI-CLI-00007841
- 2     • CSI-CLI-00010517
- 3     • CSI-CLI-00008985
- 4     • CSI-CLI-00014141
- 5     • CSI-CLI-00011973
- 6     • CSI-CLI-00018146
- 7     • CSI-CLI-00000084
- 8     • CSI-CLI-00004616
- 9     • CSI-CLI-00020575
- 10    • CSI-CLI-00002332
- 11    • CSI-CLI-00016001
- 12    • ARISTANDCA1199299
- 13    • ANI-ITC-944\_945-3473603
- 14    • CSI-CLI-00016001
- 15    • CSI-CLI00608716
- 16    • ANI-ITC-944 \_ 945-0962624
- 17    • ARISTANDCA 10491957
- 18    • ARISTANDCA\_SW\_105998
- 19    • ARISTANDCA\_SW\_105998,
- 20    • ARISTANDCA SW\_10599845.
- 21    • ANI-ITC-944\_945-0152061
- 22    • ARISTANDCA1199691
- 23    • ARISTANDCA12426192.
- 24    • ARISTANDCA11417372.
- 25    • CSI-ANI-00356028
- 26    • CSI-ANI-00381280
- 27    • ARISTANDCA1195413.
- 28    • ANI-ITC-944\_945-1365341
- ARISTANDCA11406349.
- ANI-ITC-944\_945-3451012.
- ARISTANDCA1206055.
- ANI-ITC-944\_945-3937682
- ARISTANDCA11411864
- ARISTANDCA1141720.
- ANI-ITC-944\_945-3453648.
- ARISTANDCA 12060827.
- ARISTANDCA119969.
- ARISTANDCA10499890
- ARISTANDCA10499890;
- ARISTANDCA10499891
- ANI-ITC-944\_945-3927203
- ARISTANDCA10526625.
- ARISTANDCA10525014.
- ARISTANDCA1199299.
- ANI-ITC-944\_945-3473603.

- 1     • ARISTANDCA 10508650.
- 2     • ARISTANDCA 10537469
- 3     • ARISTANDCA1206372.
- 4     • ARISTANDCA104437.
- 5     • ARISTANDCA11996066.
- 6     • ARISTANDCA10446381.
- 7     • ARISTANDCA1194925.
- 8     • ANI-ITC-944\_945-349442
- 9     • ARISTANDCA1200259
- 10    • ARISTANDCA1059782
- 11    • ARISTANDCA119495
- 12    • ANI-ITC-944\_945-0006860.
- 13    • ARISTANDCA 10384101.
- 14    • ANI-ITC-944\_945-0009544.
- 15    • ANI-ITC-944 945-1688838.
- 16    • ARISTANDCA1266331
- 17    • ARISTANDCA\_SW\_105998
- 18    • ANI-ITC-944\_945-3452525.
- 19    • ANI-ITC-944\_945-3452525
- 20    • CSI-CLI-00540078
- 21    • CSI-CLI-00357842
- 22    • ARISTANDCA 10430978.
- 23    • ARISTANDCA11406349.
- 24    • ARISTANDCA12244290.
- 25    • ARISTANDCA1224429
- 26    • ANI-ITC-944\_945-3937682.
- 27    • ARISTANDCA1195413.
- 28    • CSI-CLI-00540078
- ARISTANDCA12244293
- CSI-ANI-00356028
- CSI-CLI-00356391 - CSI-CLI-00356394
- CSI-CLI-00356385 - CSI-CLI-00356388
- CSI-CLI-00356500 - CSI-CLI-00356501
- CSI-CLI-00356578 - CSI-CLI-00356581
- CSI-CLI-00356538 - CSI-CLI-00356541
- CSI-CLI-00356582 - CSI-CLI-00356587
- CSI-CLI-00356520 - CSI-CLI-00356523
- CSI-CLI-00356550 - CSI-CLI-00356555
- CSI-CLI-00356512 - CSI-CLI-00356515
- CSI-CLI-00356490 - CSI-CLI-00356495
- CSI-CLI-00356508 - CSI-CLI-00356511
- CSI-CLI-00356556 - CSI-CLI-00356561
- CSI-CLI-00356524 - CSI-CLI-00356527
- CSI-CLI-00356486 - CSI-CLI-00356489
- CSI-CLI-00356480 - CSI-CLI-00356483

- 1     • CSI-CLI-00356502 - CSI-CLI-00356505
- 2     • CSI-CLI-00356528 - CSI-CLI-00356531
- 3     • CSI-CLI-00356657 - CSI-CLI-00356660
- 4     • CSI-CLI-00356665 - CSI-CLI-00356668
- 5     • CSI-CLI-00356661 - CSI-CLI-00356664
- 6     • CSI-CLI-00356689 - CSI-CLI-00356692
- 7     • CSI-CLI-00356634 - CSI-CLI-00356637
- 8     • CSI-CLI-00356685 - CSI-CLI-00356688
- 9     • CSI-CLI-00356681 - CSI-CLI-00356684
- 10    • CSI-CLI-00356626 - CSI-CLI-00356629
- 11    • CSI-CLI-00356693 - CSI-CLI-00356696
- 12    • CSI-CLI-00356610 - CSI-CLI-00356613
- 13    • CSI-CLI-00356646 - CSI-CLI-00356648
- 14    • CSI-CLI-00356599 - CSI-CLI-00356601
- 15    • CSI-CLI-00356596 - CSI-CLI-00356598
- 16    • CSI-CLI-00356593 - CSI-CLI-00356595
- 17    • CSI-CLI-00356395 - CSI-CLI-00356398
- 18    • CSI-CLI-00356588 - CSI-CLI-00356591
- 19    • CSI-CLI-00356562 - CSI-CLI-00356563
- 20    • CSI-CLI-00356496 - CSI-CLI-00356499
- 21    • CSI-CLI-00356446 - CSI-CLI-00356549
- 22    • CSI-CLI-00356576 - CSI-CLI-00356577
- 23    • CSI-CLI-00356516 - CSI-CLI-00356519
- 24    • CSI-CLI-00356484 - CSI-CLI-00356485
- 25    • CSI-CLI-00356572 - CSI-CLI-00356575
- 26    • CSI-CLI-00356506 - CSI-CLI-00356507
- 27    • CSI-CLI-00356506 - CSI-CLI-00356508
- 28    • CSI-CLI-00356536 - CSI-CLI-00356537
- CSI-CLI-00356542 - CSI-CLI-00356545
- CSI-CLI-00356705 - CSI-CLI-00356705
- CSI-CLI-00356564 - CSI-CLI-00356567
- CSI-CLI-00356532 - CSI-CLI-00356535
- CSI-CLI-00356697 - CSI-CLI-00356700
- CSI-CLI-00356653 - CSI-CLI-00356656
- CSI-CLI-00356618 - CSI-CLI-00356621
- CSI-CLI-00356701 - CSI-CLI-00356704
- CSI-CLI-00356642 - CSI-CLI-00356645
- CSI-CLI-00356638 - CSI-CLI-00356641
- CSI-CLI-00356614 - CSI-CLI-00356617
- CSI-CLI-00356649 - CSI-CLI-00356652
- CSI-CLI-00356602 - CSI-CLI-00356605
- CSI-CLI-00356606 - CSI-CLI-00356609
- CSI-CLI-00356630 - CSI-CLI-00356633
- CSI-CLI-00356622 - CSI-CLI-00356625
- CSI-CLI-00356677 - CSI-CLI-00356680

- 1     • CSI-CLI-00356673 - CSI-CLI-00356676
- 2     • CSI-CLI-00356669 - CSI-CLI-00356672
- 3     • Packet Pushers Clip (Audio File) (Duda Exh. 274).
- 4     • Arista's produced source code
- 5     • Cisco's produced source code
- 6     • Cisco IOS 15.4, Cisco IOS SNMP Support Command Reference at 83 (2013).
- 7     • Arista User Manual v. 4.14.3F (Rev. 2) at 1967-68 (Oct. 2, 2014).
- 8     • Cisco IOS Configuration Fundamentals Command Reference at CF-522 (Apr. 2010);
- 9     • Arista 4.13.6F Manual at 380 (Apr. 2014).
- 10    • Deposition Testimony of Jayshree Ullal (Arista President & CEO) at 68:14-69:4, 208:7-210:16, 217:11-21, 223:12-19; 253:14-254:7, 276:10-277:16, 304:12-307:24; 253:14-254:7.
- 11    • Deposition Testimony of Kenneth Duda (Arista CTO & SVP of Software Engineering) at 58:8-59:24, 70:4-17, 73:23-75:16, 93:20-95:2, 195:18-197:8, 323:22-324:19, 326:6-329:11; 143:2-145:3, 145:4-151:9, 159:15-23, 176:16-177:17, 350:7-351:6, 150:16-151:9, 176:16-177:16, 145:4-155:20, 176:16-177:17, 350:7-351:25
- 12    • Deposition Testimony of Anshul Sadana (Arista SVP of Customer Engineering) at 93:20-103:4, 281:12-20, 108:17-109:4, 242:17-247:19, 267:2-271:24, 272:24-273:5; 51:14-18, 70:24-74:8, 230:24-25;
- 13    • Deposition Testimony of Adam Sweeney (Arista VP of Software Engineering) at 257:12-17, 159:9-160:9, 161:8-16, 161:25-162:7, 163:12-164:2, 165:1-6; 223:17-224:12, 175:15-23, 217:12-218:8
- 14    • Deposition Testimony of Sweeney (Arista VP of Software Engineering) Tr. at 452:13-20, 452:21-453:5.
- 15    • Deposition Testimony of Adam Sweeney (Arista VP of Software Engineering) at 156:12-19 (May 13, 2016)
- 16    • Deposition Testimony of Adam Sweeney (Arista VP of Software Engineering) at 175:15-23, 217:12-218:8 (Jan. 29, 2016).
- 17    • Deposition Testimony of Lincoln Dale (Arista Distinguished Engineer) at 272:20-274:24, 215:23-216:7, 216:14-217:4, 222:4-13; 231:5-17, 186:14-187:7, 193:1-25, 194:14-195:2, 195:7-196:2, 267:13-268:5, 271:18-25, 272:11-19
- 18    • Deposition Testimony of Hugh Holbrook (Arista VP of Software Engineering) at 84:13-17, 147:25-148:13, 248:8-12; 224:7-19, 241:4-22, 243:6-244:17
- 19    • Deposition Testimony of Mark Foxx (Arista SVP of Global Operations & Marketing) at 100:10-12, 100:23-101:2, 112:11-13
- 20    • Deposition Testimony of Berly Tr. at 140:25-141
- 21    • Deposition Testimony of Lorenz Redlefsen Tr. at 40:1-9
- 22    • Deposition Testimony of Hafeez Deposition Tr. at 79:23-80:7, 67:8-11, 78:20-25
- 23    • Deposition Testimony of Kirk Lougheed Tr. at 338:24-339:9, 331:6-23, 337:17-20 (Apr. 4, 2016).
- 24    • Deposition Testimony of Kirk Lougheed Tr. at 128:10-129:19, 145:3-25, 168:21-169:16, 174:5-175:4, 185:13-186:5, 128:10-129:19 (Nov. 20, 2015).
- 25    • Roy Deposition Tr. at 24:12-25; 26:2-9; 45:6-20; 47:8-18.
- 26    • Patil Deposition Tr. at 161:19-162:1, 186:7-11, 187:1-9 (Feb. 21, 2016).
- 27    • Remaker Deposition Tr. at 98:22-99:12, 106:25-107:5, 107:7-12 (Mar. 30, 2016).
- 28    • Remaker Deposition Tr. at 114:2-15 (Mar. 31, 2016).

- Deposition Testimony of HP Corporate Representative Tr. at 110:24-112:7 (May 2, 2016).
- Deposition Testimony of Sweeney Deposition Tr. at 416:12-15, 452:3-12.
- Deposition Testimony of Giancarlo
- Deposition Testimony of Bechtolsheim Deposition Rough Tr. at pp. 47:14-50:1
- Deposition Testimony of Sadana Deposition, Exhibit 382
- [http://www.cisco.com/c/en/us/products/collateral/ios-nx-os-software/nx-os-software/data\\_sheet\\_c78-652063.pdf](http://www.cisco.com/c/en/us/products/collateral/ios-nx-os-software/nx-os-software/data_sheet_c78-652063.pdf)
- <https://www.arista.com/en/products/eos>
- Cisco's Responses, supplements, and exhibits to Interrogatory Nos. 16, 19, and 21
- Arista, *EOS: An Extensible Operating System*.
- *See, e.g.*, Business Insider, "Cisco Just Fired Another Shot At Its Hated Rival, An Upstart Formed by Ex-Cisco Employees," Dec. 19, 2014, *available at* <http://www.businessinsider.com/cisco-justfied-another-shot-at-arista-2014-12>;
- New York Times, "Arista's Chief Executive Counters Cisco Lawsuit," Dec. 10, 2014, *available at* [http://bits.blogs.nytimes.com/2014/12/10/aristas-chiefexecutive-counters-cisco-lawsuit/?\\_r=0](http://bits.blogs.nytimes.com/2014/12/10/aristas-chiefexecutive-counters-cisco-lawsuit/?_r=0).
- QuestNET Conference July 2013, slide 38.
- Arista's responses (and all supplements thereto) to Cisco's Interrogatory No. 10.

HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY

13 Cisco's investigation of the subject matter of this interrogatory is ongoing. Cisco therefore  
14 reserves the right to supplement this response as additional information becomes available,  
15 including information that may be the subject of expert testimony and expert discovery.

18 | **INTERROGATORY NO. 24:**

19 For each CLI Command, mode, hierarchy, prompt, or command response that YOU  
20 contend Arista unlawfully copied, identify each and every asserted copyright-registered work in  
21 which such CLI Command, mode, hierarchy, prompt, or command response appears, including the  
22 registration number for the copyrighted work, the title of the registered computer code and the  
23 accompanying documentation, and the Bates number for the page of the filed deposit where the  
24 command appears in the copyright-registered work.

**25 | RESPONSE TO INTERROGATORY NO. 24:**

26 Cisco incorporates by reference its General Objections as though fully set forth herein.

1 Cisco further objects to this interrogatory to the extent that it is cumulative and duplicative  
 2 of other discovery sought by Arista. Cisco also objects to this interrogatory as compound and  
 3 unduly burdensome, as it calls for numerous pieces of information. Cisco further objects to this  
 4 interrogatory as overbroad and unduly burdensome to the extent that it seeks information that is  
 5 neither relevant to any claim or defense in this litigation nor reasonably likely to lead to the  
 6 discoverability of admissible evidence. Cisco also objects to this interrogatory as undefined,  
 7 vague, ambiguous, overbroad, and unduly burdensome in its use of the terms “appears” and  
 8 “accompanying documentation.” Cisco further objects to this interrogatory to the extent it seeks  
 9 information that is protected by the attorney-client privilege, that constitutes attorney work  
 10 product, or that is protected by any other applicable privilege, protection, or immunity.

11 Subject to and without waiver of the foregoing general and specific objections, Cisco  
 12 responds as follows:

13 Cisco has already provided information responsive to this interrogatory to Arista in its  
 14 responses to other interrogatories. Cisco incorporates by reference herein the operative complaint  
 15 in this case and all documents cited therein. Cisco furthermore incorporates by reference herein its  
 16 Responses to Interrogatory Nos. 2, 16, and 18.

17 Because the burden of locating the information sought by this interrogatory is the same for  
 18 Arista as it is for Cisco, pursuant to Fed. R. Civ. P. 33(d), Cisco identifies the documents cited and  
 19 referenced in Cisco’s Responses to Interrogatory Nos. 2, 16, and 18, as well as the documents  
 20 cited and referenced in Cisco’s operative complaint and the exhibits thereto.

21 Cisco’s investigation is ongoing. Cisco will supplement its response to this interrogatory  
 22 based on its further investigation and based on expert discovery.

23

24 **CORRECTED SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 24:**

25 Subject to and without waiver of its general and specific objections, Cisco further responds  
 26 as follows:

27  
 28

1 Cisco objects to the terms “modes, hierarchies, prompts, responses” as vague, ambiguous,  
 2 and overbroad, and to the extent that these terms call for expert opinion or legal conclusions.

3 Because the burden of locating the information sought by this interrogatory is the same for  
 4 Arista as it is for Cisco, pursuant to Fed. R. Civ. P. 33(d), Cisco identifies the documents cited and  
 5 referenced in Cisco’s Responses to Interrogatory Nos. 2, 6, 16, 18 and 19, as well as the  
 6 documents cited and referenced in Cisco’s operative complaint and the exhibits thereto. Cisco  
 7 additionally identifies the following previously-produced business records from which this  
 8 information can be derived:

10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1	2	3	4	5	6	7	8	9		
Registered Work	Registration No.	Related Documents																											
11 Cisco IOS 11.0	12 TXu 1-036-057	13 CSI-CLI-00356391 - CSI-CLI-00356394; CSI-CLI-00356395 - CSI-CLI-00356398; CSI-CLI-00403865; Source Code																											
14 Cisco IOS 11.1	15 TX 5-531-435; 16 TXu1-048-569	17 CSI-CLI-00356385 - CSI-CLI-00356388; CSI-CLI-00356588 - CSI-CLI-00356591; CSI-CLI-00356500 - CSI-CLI-00356501; CSI-CLI-00356562 - CSI-CLI-00356563 CSI-CLI-00403866; Source Code																											
19 Cisco IOS 11.2	20 TXu1-036-063	21 CSI-CLI-00356578 - CSI-CLI-00356581; CSI-CLI-00356496 - CSI-CLI-00356499; CSI-CLI-00403867; Source Code																											
22 Cisco IOS 11.3	23 TXu1-036-062; 24 TXu1-057-804	25 CSI-CLI-00356538 - CSI-CLI-00356541; CSI-CLI-00356446 - CSI-CLI-00356549; CSI-CLI-00356582 - CSI-CLI-00356587; CSI-CLI-00356576 - CSI-CLI-00356577; CSI-CLI-00403868; Source Code																											

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Related Documents
Registered Work	Registration No.																											
Cisco IOS 12.0	TXu1-036-064; TXu1-057-805	CSI-CLI-00356520 - CSI-CLI-00356523; CSI-CLI-00356516 - CSI-CLI-00356519; CSI-CLI-00356550 - CSI-CLI-00356555; CSI-CLI-00356484 - CSI-CLI-00356485; CSI-CLI-00403869; Source Code																										
Cisco IOS 12.1	TXu1-036-066; TXu1-057-807	CSI-CLI-00356512 - CSI-CLI-00356515; CSI-CLI-00356572 - CSI-CLI-00356575; CSI-CLI-00356490 - CSI-CLI-00356495; CSI-CLI-00356506 - CSI-CLI-00356507; CSI-CLI-00403870; Source Code																										
Cisco IOS 12.2	TXu1-036-065; TXu1-057-806	CSI-CLI-00356508 - CSI-CLI-00356511; CSI-CLI-00356568 - CSI-CLI-00356571; CSI-CLI-00356556 - CSI-CLI-00356561; CSI-CLI-00356536 - CSI-CLI-00356537; CSI-CLI-00403871; Source Code																										
Cisco IOS 12.3	TXu1-188-975	CSI-CLI-00356524 - CSI-CLI-00356527; CSI-CLI-00356524 - CSI-CLI-00356527; CSI-CLI-00403872; CSI-CLI-00403874; Source Code																										
Cisco IOS 12.4	TXu1-259-162	CSI-CLI-00356486 - CSI-CLI-00356489; CSI-CLI-00356705 - CSI-CLI-00356708; CSI-CLI-00403873; Source Code																										
Cisco IOS 15.0	TX 7-938-524	CSI-CLI-00356480 - CSI-CLI-00356483; CSI-CLI-00356564 - CSI-CLI-00356567; CSI-CLI-00054598 - CSI-CLI-00351948; Source Code																										

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 | 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 | 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 | 157 | 158 | 159 | 160 | 161 | 162 | 163 | 164 | 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 | 173 | 174 | 175 | 176 | 177 | 178 | 179 | 180 | 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 | 212 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 264 | 265 | 266 | 267 | 268 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 | 287 | 288 | 289 | 290 | 291 | 292 | 293 | 294 | 295 | 296 | 297 | 298 | 299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 315 | 316 | 317 | 318 | 319 | 320 | 321 | 322 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 337 | 338 | 339 | 340 | 341 | 342 | 343 | 344 | 345 | 346 | 347 | 348 | 349 | 350 | 351 | 352 | 353 | 354 | 355 | 356 | 357 | 358 | 359 | 360 | 361 | 362 | 363 | 364 | 365 | 366 | 367 | 368 | 369 | 370 | 371 | 372 | 373 | 374 | 375 | 376 | 377 | 378 | 379 | 380 | 381 | 382 | 383 | 384 | 385 | 386 | 387 | 388 | 389 | 390 | 391 | 392 | 393 | 394 | 395 | 396 | 397 | 398 | 399 | 400 | 401 | 402 | 403 | 404 | 405 | 406 | 407 | 408 | 409 | 410 | 411 | 412 | 413 | 414 | 415 | 416 | 417 | 418 | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 426 | 427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435 | 436 | 437 | 438 | 439 | 440 | 441 | 442 | 443 | 444 | 445 | 446 | 447 | 448 | 449 | 450 | 451 | 452 | 453 | 454 | 455 | 456 | 457 | 458 | 459 | 460 | 461 | 462 | 463 | 464 | 465 | 466 | 467 | 468 | 469 | 470 | 471 | 472 | 473 | 474 | 475 | 476 | 477 | 478 | 479 | 480 | 481 | 482 | 483 | 484 | 485 | 486 | 487 | 488 | 489 | 490 | 491 | 492 | 493 | 494 | 495 | 496 | 497 | 498 | 499 | 500 | 501 | 502 | 503 | 504 | 505 | 506 | 507 | 508 | 509 | 510 | 511 | 512 | 513 | 514 | 515 | 516 | 517 | 518 | 519 | 520 | 521 | 522 | 523 | 524 | 525 | 526 | 527 | 528 | 529 | 530 | 531 | 532 | 533 | 534 | 535 | 536 | 537 | 538 | 539 | 540 | 541 | 542 | 543 | 544 | 545 | 546 | 547 | 548 | 549 | 550 | 551 | 552 | 553 | 554 | 555 | 556 | 557 | 558 | 559 | 560 | 561 | 562 | 563 | 564 | 565 | 566 | 567 | 568 | 569 | 570 | 571 | 572 | 573 | 574 | 575 | 576 | 577 | 578 | 579 | 580 | 581 | 582 | 583 | 584 | 585 | 586 | 587 | 588 | 589 | 590 | 591 | 592 | 593 | 594 | 595 | 596 | 597 | 598 | 599 | 600 | 601 | 602 | 603 | 604 | 605 | 606 | 607 | 608 | 609 | 610 | 611 | 612 | 613 | 614 | 615 | 616 | 617 | 618 | 619 | 620 | 621 | 622 | 623 | 624 | 625 | 626 | 627 | 628 | 629 | 630 | 631 | 632 | 633 | 634 | 635 | 636 | 637 | 638 | 639 | 640 | 641 | 642 | 643 | 644 | 645 | 646 | 647 | 648 | 649 | 650 | 651 | 652 | 653 | 654 | 655 | 656 | 657 | 658 | 659 | 660 | 661 | 662 | 663 | 664 | 665 | 666 | 667 | 668 | 669 | 670 | 671 | 672 | 673 | 674 | 675 | 676 | 677 | 678 | 679 | 680 | 681 | 682 | 683 | 684 | 685 | 686 | 687 | 688 | 689 | 690 | 691 | 692 | 693 | 694 | 695 | 696 | 697 | 698 | 699 | 700 | 701 | 702 | 703 | 704 | 705 | 706 | 707 | 708 | 709 | 710 | 711 | 712 | 713 | 714 | 715 | 716 | 717 | 718 | 719 | 720 | 721 | 722 | 723 | 724 | 725 | 726 | 727 | 728 | 729 | 730 | 731 | 732 | 733 | 734 | 735 | 736 | 737 | 738 | 739 | 740 | 741 | 742 | 743 | 744 | 745 | 746 | 747 | 748 | 749 | 750 | 751 | 752 | 753 | 754 | 755 | 756 | 757 | 758 | 759 | 760 | 761 | 762 | 763 | 764 | 765 | 766 | 767 | 768 | 769 | 770 | 771 | 772 | 773 | 774 | 775 | 776 | 777 | 778 | 779 | 780 | 781 | 782 | 783 | 784 | 785 | 786 | 787 | 788 | 789 | 790 | 791 | 792 | 793 | 794 | 795 | 796 | 797 | 798 | 799 | 800 | 801 | 802 | 803 | 804 | 805 | 806 | 807 | 808 | 809 | 810 | 811 | 812 | 813 | 814 | 815 | 816 | 817 | 818 | 819 | 820 | 821 | 822 | 823 | 824 | 825 | 826 | 827 | 828 | 829 | 830 | 831 | 832 | 833 | 834 | 835 | 836 | 837 | 838 | 839 | 840 | 841 | 842 | 843 | 844 | 845 | 846 | 847 | 848 | 849 | 850 | 851 | 852 | 853 | 854 | 855 | 856 | 857 | 858 | 859 | 860 | 861 | 862 | 863 | 864 | 865 | 866 | 867 | 868 | 869 | 870 | 871 | 872 | 873 | 874 | 875 | 876 | 877 | 878 | 879 | 880 | 881 | 882 | 883 | 884 | 885 | 886 | 887 | 888 | 889 | 890 | 891 | 892 | 893 | 894 | 895 | 896 | 897 | 898 | 899 | 900 | 901 | 902 | 903 | 904 | 905 | 906 | 907 | 908 | 909 | 910 | 911 | 912 | 913 | 914 | 915 | 916 | 917 | 918 | 919 | 920 | 921 | 922 | 923 | 924 | 925 | 926 | 927 | 928 | 929 | 930 | 931 | 932 | 933 | 934 | 935 | 936 | 937 | 938 | 939 | 940 | 941 | 942 | 943 | 944 | 945 | 946 | 947 | 948 | 949 | 950 | 951 | 952 | 953 | 954 | 955 | 956 | 957 | 958 | 959 | 960 | 961 | 962 | 963 | 964 | 965 | 966 | 967 | 968 | 969 | 970 | 971 | 972 | 973 | 974 | 975 | 976 | 977 | 978 | 979 | 980 | 981 | 982 | 983 | 984 | 985 | 986 | 987 | 988 | 989 | 990 | 991 | 992 | 993 | 994 | 995 | 996 | 997 | 998 | 999 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 | 1051 | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 1058 | 1059 | 1060 | 1061 | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1070 | 1071 | 1072 | 1073 | 1074 | 1075 | 1076 | 1077 | 1078 | 1079 | 1080 | 1081 | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 1088 | 1089 | 1090 | 1091 | 1092 | 1093 | 1094 | 1095 | 1096 | 1097 | 1098 | 1099 | 1100 | 1101 | 1102 | 1103 | 1104 | 1105 | 1106 | 1107 | 1108 | 1109 | 1110 | 1111 | 1112 | 1113 | 1114 | 1115 | 1116 | 1117 | 1118 | 1119 | 1120 | 1121 | 1122 | 1123 | 1124 | 1125 | 1126 | 1127 | 1128 | 1129 | 1130 | 1131 | 1132 | 1133 | 1134 | 1135 | 1136 | 1137 | 1138 | 1139 | 1140 | 1141 | 1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 | 1151 | 1152 | 1153 | 1154 | 1155 | 1156 | 1157 | 1158 | 1159 | 1160 | 1161 | 1162 | 1163 | 1164 | 1165 | 1166 | 1167 | 1168 | 1169 | 1170 | 1171 | 1172 | 1173 | 1174 | 1175 | 1176 | 1177 | 1178 | 1179 | 1180 | 1181 | 1182 | 1183 | 1184 | 1185 | 1186 | 1187 | 1188 | 1189 | 1190 | 1191 | 1192 | 1193 | 1194 | 1195 | 1196 | 1197 | 1198 | 1199 | 1200 | 1201 | 1202 | 1203 | 1204 | 1205 | 1206 | 1207 | 1208 | 1209 | 1210 | 1211 | 1212 | 1213 | 1214 | 1215 | 1216 | 1217 | 1218 | 1219 | 1220 | 1221 | 1222 | 1223 | 1224 | 1225 | 1226 | 1227 | 1228 | 1229 | 1230 | 1231 | 1232 | 1233 | 1234 | 1235 | 1236 | 1237 | 1238 | 1239 | 1240 | 1241 | 1242 | 1243 | 1244 | 1245 | 1246 | 1247 | 1248 | 1249 | 1250 | 1251 | 1252 | 1253 | 1254 | 1255 | 1256 | 1257 | 1258 | 1259 | 1260 | 1261 | 1262 | 1263 | 1264 | 1265 | 1266 | 1267 | 1268 | 1269 | 1270 | 1271 | 1272 | 1273 | 1274 | 1275 | 1276 | 1277 | 1278 | 1279 | 1280 | 1281 | 1282 | 1283 | 1284 | 1285 | 1286 | 1287 | 1288 | 1289 | 1290 | 1291 | 1292 | 1293 | 1294 | 1295 | 1296 | 1297 | 1298 | 1299 | 1300 | 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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Related Documents
Registered Work	Registration No.																											
Cisco IOS XR 3.4	TXu1-344-750	CSI-CLI-00356634 - CSI-CLI-00356637; CSI-CLI-00356638 - CSI-CLI-00356641; CSI-CLI-00380672 - CSI-CLI-00389726; Source Code																										
Cisco IOS XR 3.5	TXu1-592-305	CSI-CLI-00356685 - CSI-CLI-00356688; CSI-CLI-00356614 - CSI-CLI-00356617; CSI-CLI-00389728 - CSI-CLI-00403864; Source Code																										
Cisco IOS XR 4.3	TX 7-933-364	CSI-CLI-00356681 - CSI-CLI-00356684; CSI-CLI-00356649 - CSI-CLI-00356652; CSI-CLI-00099911 - CSI-CLI-00173412; Source Code																										
Cisco IOS XR 5.2	TX 7-933-353	CSI-CLI-00356626 - CSI-CLI-00356629; CSI-CLI-00356602 - CSI-CLI-00356605; CSI-CLI-00110638 - CSI-CLI-00191711; Source Code																										
Cisco IOS XE 2.1	TX 7-937-240	CSI-CLI-00356693 - CSI-CLI-00356696; CSI-CLI-00356606 - CSI-CLI-00356609; CSI-CLI-00229755 - CSI-CLI-00325496; Source Code																										
Cisco IOS XE 3.5	TX 7-937-234	CSI-CLI-00356610 - CSI-CLI-00356613; CSI-CLI-00356630 - CSI-CLI-00356633; CSI-CLI-00180764 - CSI-CLI-00313894; Source Code																										
Cisco NX-OS 4.0	TX 7-940-713	CSI-CLI-00356646 - CSI-CLI-00356648; CSI-CLI-00356622 - CSI-CLI-00356625; CSI-CLI-00054566 - CSI-CLI-00054597;																										

1 Registered Work	2 Registration No.	3 Related Documents
2	3	CSI-CLI-00191712 - CSI-CLI-00207082; Source Code
4 Cisco NX-OS 5.0	5 TX 7-940-718	6 CSI-CLI-00356599 - CSI-CLI-00356601; CSI-CLI-00356677 - CSI-CLI-00356680; CSI-CLI-00173413 - CSI-CLI-00216955; Source Code
8 Cisco NS-OX 5.2	9 TX 7-940-727	10 CSI-CLI-00356596 - CSI-CLI-00356598; CSI-CLI-00356673 - CSI-CLI-00356676; CSI-CLI-00176460 - CSI-CLI-00202928; Source Code
12 Cisco NS-OX 6.2	13 TX 7-940-722	14 CSI-CLI-00356593 - CSI-CLI-00356595; CSI-CLI-00356669 - CSI-CLI-00356672; CSI-CLI-00178218 - CSI-CLI-00216925; Source Code

16  
17 Cisco's investigation of the subject matter of this interrogatory is ongoing. Cisco therefore  
18 reserves the right to supplement this response as additional information becomes available,  
19 including information that may be the subject of expert testimony and expert discovery.

20  
21  
22 **INTERROGATORY NO. 25:**

23 For each copyright-registered work that Cisco alleges Arista unlawfully copied, identify  
24 the total number of commands, modes, hierarchies, prompts, responses, and lines of software code  
25 in the work.

1 **RESPONSE TO INTERROGATORY NO. 25:**

2 Cisco incorporates by reference its General Objections as though fully set forth herein.

3 Cisco further objects to this interrogatory to the extent that it is cumulative and duplicative  
 4 of other discovery sought by Arista. Cisco also objects to this interrogatory as compound and  
 5 unduly burdensome, as it calls for numerous pieces of information. Cisco further objects to this  
 6 interrogatory as overbroad and unduly burdensome to the extent that it seeks information that is  
 7 neither relevant to any claim or defense in this litigation nor reasonably likely to lead to the  
 8 discoverability of admissible evidence. Cisco further objects to this interrogatory to the extent it  
 9 seeks information that is protected by the attorney-client privilege, that constitutes attorney work  
 10 product, or that is protected by any other applicable privilege, protection, or immunity.

11 Subject to and without waiver of the foregoing general and specific objections, Cisco  
 12 responds as follows:

13 Cisco has already provided information responsive to this interrogatory to Arista in its  
 14 complaint and in its responses to other interrogatories. Cisco therefore incorporates by reference  
 15 herein the operative complaint in this case and all documents cited therein. Cisco furthermore  
 16 incorporates by reference herein its Responses to Interrogatory Nos. 2, 16, and 18.

17 Because the burden of locating the information sought by this interrogatory is the same for  
 18 Arista as it is for Cisco, pursuant to Fed. R. Civ. P. 33(d), Cisco identifies the documents cited and  
 19 referenced in Cisco's Responses to Interrogatory Nos. 2, 16, and 18, as well as the documents  
 20 cited and referenced in Cisco's operative complaint and the exhibits thereto.

21 Cisco's investigation is ongoing. Cisco will supplement its response to this interrogatory  
 22 based on its further investigation and based on expert discovery.

23

24 **CORRECTED SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 25:**

25 Subject to and without waiver of its general and specific objections, Cisco further responds  
 26 as follows:

27

28

1 Cisco objects to the terms “modes, hierarchies, prompts, responses” as vague, ambiguous,  
 2 and overbroad, and to the extent that these terms call for expert opinion or legal conclusions.

3 Because the burden of locating the information sought by this interrogatory is the same for  
 4 Arista as it is for Cisco, pursuant to Fed. R. Civ. P. 33(d), Cisco identifies the documents cited and  
 5 referenced in Cisco’s Responses to Interrogatory Nos. 2, 7, 16, 18, and 24, as well as the  
 6 documents cited and referenced in Cisco’s operative complaint and the exhibits thereto. Cisco  
 7 additionally identifies the following previously-produced business records from which this  
 8 information can be derived:

10	Registered Work	Registration No.	Related Documents
11	Cisco IOS 11.0	TXu 1-036-057	CSI-CLI-00403865; Source Code
12	Cisco IOS 11.1	TX 5-531-435; TXu1-048-569	CSI-CLI-00403866; Source Code
13	Cisco IOS 11.2	TXu1-036-063	CSI-CLI-00403867; Source Code
14	Cisco IOS 11.3	TXu1-036-062; TXu1-057-804	CSI-CLI-00403868; Source Code
15	Cisco IOS 12.0	TXu1-036-064; TXu1-057-805	CSI-CLI-00403869; Source Code
16	Cisco IOS 12.1	TXu1-036-066; TXu1-057-807	CSI-CLI-00403870; Source Code
17	Cisco IOS 12.2	TXu1-036-065; TXu1-057-806	CSI-CLI-00403871; Source Code
18	Cisco IOS 12.3	TXu1-188-975	CSI-CLI-00403872; CSI-CLI-00403874; Source Code
19	Cisco IOS 12.4	TXu1-259-162	CSI-CLI-00403873; Source Code
20	Cisco IOS 15.0	TX 7-938-524	CSI-CLI-00054598 - CSI-CLI-00351948; Source Code

1	Registered Work	Registration No.	Related Documents
2	Cisco IOS 15.1	TX 7-938-525	CSI-CLI-00034689 - CSI-CLI-00354832; Source Code
3	Cisco IOS 15.2	TX 7-937-159	CSI-CLI-00024968 - CSI-CLI-00294561; Source Code
4	Cisco IOS 15.4	TX 7-938-341	CSI-CLI-00074114 - CSI-CLI-00332892; Source Code
5	Cisco IOS XR 3.0	TXu1-237-896	CSI-CLI-00359263 - CSI-CLI-00362850; Source Code
6	Cisco IOS XR 3.2	TXu1-270-592	CSI-CLI-00362851 - CSI-CLI-00370474; Source Code
7	Cisco IOS XR 3.3	TXu1-336-997	CSI-CLI-00370475 - CSI-CLI-00380671; Source Code
8	Cisco IOS XR 3.4	TXu1-344-750	CSI-CLI-00380672 - CSI-CLI-00389726; Source Code
9	Cisco IOS XR 3.5	TXu1-592-305	CSI-CLI-00389728 - CSI-CLI-00403864; Source Code
10	Cisco IOS XR 4.3	TX 7-933-364	CSI-CLI-00099911 - CSI-CLI-00173412; Source Code
11	Cisco IOS XR 5.2	TX 7-933-353	CSI-CLI-00110638 - CSI-CLI-00191711; Source Code
12	Cisco IOS XE 2.1	TX 7-937-240	CSI-CLI-00229755 - CSI-CLI-00325496; Source Code
13	Cisco IOS XE 3.5	TX 7-937-234	CSI-CLI-00180764 - CSI-CLI-00313894; Source Code
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1 Registered Work	2 Registration No.	3 Related Documents
4 Cisco NX-OS 4.0	5 TX 7-940-713	6 CSI-CLI-00054566 - CSI-CLI-00054597; CSI-CLI-00191712 - CSI-CLI-00207082; Source Code
7 Cisco NX-OS 5.0	8 TX 7-940-718	9 CSI-CLI-00173413 - CSI-CLI-00216955; Source Code
10 Cisco NS-OX 5.2	11 TX 7-940-727	12 CSI-CLI-00176460 - CSI-CLI-00202928; Source Code
13 Cisco NS-OX 6.2	14 TX 7-940-722	15 CSI-CLI-00178218 - CSI-CLI-00216925; Source Code

12 Cisco's investigation of the subject matter of this interrogatory is ongoing. Cisco therefore  
 13 reserves the right to supplement this response as additional information becomes available,  
 14 including information that may be the subject of expert testimony and expert discovery.

15  
 16 DATED: June 3, 2016

17 Respectfully submitted,

18 /s/ Sean S. Pak

19 Kathleen Sullivan (SBN 242261)  
 20 kathleensullivan@quinnmanuel.com  
 21 QUINN EMANUEL URQUHART &  
 22 SULLIVAN LLP  
 23 51 Madison Avenue, 22<sup>nd</sup> Floor  
 24 New York, NY 10010  
 25 Telephone: (212) 849-7000  
 26 Facsimile: (212) 849-7100

27 Sean S. Pak (SBN 219032)  
 28 seanpak@quinnmanuel.com  
 25 John M. Neukom (SBN 275887)  
 26 johnneukom@quinnmanuel.com.  
 27 QUINN EMANUEL URQUHART &  
 28 SULLIVAN LLP  
 25 50 California Street, 22<sup>nd</sup> Floor  
 26 San Francisco, CA 94111

1 Telephone: (415) 875-6600  
2 Facsimile: (415) 875-6700

3 Mark Tung (SBN 245782)  
4 marktung@quinnemanuel.com  
5 QUINN EMANUEL URQUHART &  
6 SULLIVAN LLP  
7 555 Twin Dolphin Drive, 5<sup>th</sup> Floor  
8 Redwood Shores, CA 94065  
9 Telephone: (650) 801-5000  
10 Facsimile: (650) 801-5100

11 Steven Cherny (admitted *pro hac vice*)  
12 steven.cherny@kirkland.com  
13 KIRKLAND & ELLIS LLP  
14 601 Lexington Avenue  
15 New York, New York 10022  
16 Telephone: (212) 446-4800  
17 Facsimile: (212) 446-4900

18 Adam R. Alper (SBN 196834)  
19 adam.alper@kirkland.com  
20 KIRKLAND & ELLIS LLP  
21 555 California Street  
22 San Francisco, California 94104  
23 Telephone: (415) 439-1400  
24 Facsimile: (415) 439-1500

25 Michael W. De Vries (SBN 211001)  
26 michael.devries@kirkland.com  
27 KIRKLAND & ELLIS LLP  
28 333 South Hope Street  
Los Angeles, California 90071  
Telephone: (213) 680-8400  
Facsimile: (213) 680-8500

29 *Attorneys for Plaintiff Cisco Systems, Inc.*

**PROOF OF SERVICE**

I hereby certify that, at the date entered below, I caused a true and correct copy of the foregoing to be served by transmission via the email addresses below:

1 Juanita R. Brooks	4 Brian L. Ferrall
2 brooks@fr.com	5 blf@kvn.com
3 Fish & Richardson P.C.	6 Michael S. Kwun
4 12390 El Camino Real	7 mkwun@kvn.com
5 San Diego, CA 92130-2081	8 David J. Silbert
6	9 djs@kvn.com
7 Kelly C. Hunsaker	10 Robert Van Nest
8 hunsaker@fr.com	11 rvannest@kvn.com
9 Fish & Richardson PC	12 arista-kvn@kvn.com
10 500 Arguello Street, Suite 500	13 Keker & Van Nest LLP
11 Redwood City, CA 94063	14 633 Battery Street
12	15 San Francisco, CA 94111-1809
13 Ruffin B. Cordell	16 Susan Chreighton
14 cordell@fr.com	17 screighton@wsgr.com
15 Lauren A. Degnan	18 Scott Andrew Sher
16 degnan@fr.com	19 ssher@wsgr.com
17 Michael J. McKeon	20 Wilson Sonsini Goodrich Rosati
18 mckeon@fr.com	21 1700 K Street
19 Fish & Richardson PC	22 Washington, DC 20006
20 1425 K Street NW	23
21 11 <sup>th</sup> Floor	24
22 Washington, DC 20005	25
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I declare under penalty of perjury that the foregoing is true and correct. Executed on June 3, 2016, at San Francisco, California.

20 */s/ Catherine R. Lacey*

21 Catherine R. Lacey